

## MEMBERSHIP TERMS & CONDITIONS

### 1. ABOUT THE AGREEMENT

1.1 References to 'you', 'your' and 'yours' are references to the individual completing the membership application form.

1.2 References to 'we', 'us' and 'our' are references to Align and all its facilities and services provided and referred to on this application form, operated by Align Health Agency & Align Fitness registered in Jersey, and whose registered office is at Align Health Agency, Suit 2.8 Lido Medical Centre, St Saviour, St Helier, JE2 7LA.

1.3 The "Agreement" means the membership agreement entered into between you and us, which incorporates the membership application form, these Terms and Conditions, the fitness area rules and the interest free loan agreement (where applicable).

#### **Align**

Align means the health agency and fitness area of which you are a member. The "Align Rules" mean the operational rules procedures and guidelines applicable to align, as displayed on our "Website", [www.align.je](http://www.align.je).

#### **Fees**

The "Subscription Fee" means the align membership fee for the Membership Term, payable either in full in advance or monthly in advance by direct debit. Direct Debit Members will be required to pay a "Direct Debit Administration Fee" upon joining, the amount of which will be confirmed by align health agency.

#### **Packages**

The "Packages" refer to Bronze, Silver, Gold & Platinum monthly memberships you can select on the application form. Each package has its own terms and conditions which are outlined in the agreement.

#### **Members**

A "Direct Debit Member" is a align member who pays the Subscription Fee in advance by monthly direct debit.

A "Prepaid Member" is a align member who pays the Subscription Fee in full in advance for the whole Membership term.

#### **Facilities**

The "Facilities" means the fitness area and the services/treatments provided within the health agency. The Fitness area is a designated area with equipment such as bars, weights and cardio equipment for physical exercise on a group or 1-1 basis.

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### 2. MEMBERSHIP DURATION

2.1 The “Membership Term” is the period of months specified on the membership application form, in the case of Prepaid Members, commencing on the day following receipt of the Subscription Fee, or in the case of Direct Debit Members, the first payment towards the Subscription Fee.

2.2 If you are a Prepaid Member, unless your membership has been brought to an end early in accordance with the Agreement, we will write to you giving you not less than 4 weeks’ notice of the expiry of the Membership Term and offering you the opportunity to renew your membership. Our letter to you will indicate the new Subscription Fee payable for the new term and any other revised terms.

2.3 If you are a Direct Debit Member, unless your membership has been brought to an end early in accordance with the Agreement, the Agreement will continue after the expiry of the Membership Term unless and until you terminate the Agreement by giving align notice in writing of not less than **30 days**, not to take effect prior to expiry of the Membership Term. If you fail to terminate in accordance with the Agreement, the Agreement will continue on a one month rolling basis. If you wish to terminate, it is your responsibility to instruct your bank to stop the direct debit payments at the end of the Membership Term.

2.4 If within 14 days of the commencement of the Membership Term you wish to terminate the Agreement you must notify align in writing within that 14 day period, in which case we will agree to terminate the Agreement and refund you the paid Subscription Fee, less a proportionate amount for the days you have been a member (as at the date of receipt of the notice and up to a maximum of 14 days) and an early cancellation administrative charge (currently £20).

### 3. FEES

3.1 We have the right to review and increase the Subscription Fee at any time. We may implement an annual review of the Subscription Fee on 1st January.

(A) If you are a Prepaid Member the review of the Subscription Fee will not affect you during the Membership Term.

(B) If you are a Direct Debit Member we will give you 30 days’ written notice of the review of the Subscription Fee and the revised monthly payments. If the review results in an increase in the exclusive price then you may terminate the Agreement with effect from the date of the proposed increase by writing to align at least 7 days before the date of the increase. This will not affect your liability to pay the Subscription Fee up until 1st January (or the new annual review date, if we have changed it).

### 4. PACKAGES

4.1 **Bronze Package** consists of one treatment allocated to you every month in provision for any Align services (including but not limited to Chiropractic, Dry Needling (Medical Acupuncture), Sports & Remedial Massage, CranioSacral Therapy, Counselling and Emotional Wellness Services, Body-mind Health Coaching, 1-1 Personal Training). Missed sessions or sessions not utilised cannot be carried over to the next month.

4.2 **Silver Package** consists of two treatments allocated to you every month in provision for any Align services (including but not limited to Chiropractic, Dry Needling (Medical Acupuncture), Sports & Remedial Massage, CranioSacral Therapy, Counselling and Emotional Wellness Services, Body-mind Health Coaching, 1-1 Personal

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Training). Missed sessions or sessions not utilised cannot be carried over to the next month.

4.3 **Gold Package** consists of four treatments allocated to you every month in provision for any Align services (including but not limited to Chiropractic, Dry Needling (Medical Acupuncture), Sports & Remedial Massage, CranioSacral Therapy, Counselling and Emotional Wellness Services, Body-mind Health Coaching, 1-1 Personal Training). Missed sessions or sessions not utilised cannot be carried over to the next month. 10% off any additional treatments required which can only be used against Align services. 2x free guest treatment vouchers annually which can be used against Align services. Missed sessions or sessions not utilised cannot be carried over to the next month.

4.4 **Platinum Package** consists of eight treatments allocated to you every month in provision for any Align services (including but not limited to Chiropractic, Dry Needling (Medical Acupuncture), Sports & Remedial Massage, CranioSacral Therapy, Counselling and Emotional Wellness Services, Body-mind Health Coaching, 1-1 Personal Training). Missed sessions or sessions not utilised cannot be carried over to the next month. 10% off any additional treatments required which can only be used against Align services. Free Emergency appointments (value of 6) per year, to treat an injury. 4x free guest treatment vouchers annually which can be used against Align services. Missed sessions or sessions not utilised cannot be carried over to the next month.

### 5. EXCLUSIONS

5.1 If it's your first appointment with a Chiropractor at Align you will require a Full Examination and Report of Finding session, in this instance you must use 2 treatments from your monthly membership allowance for each of these appointments (Full examination x2 treatments & Report of Findings x2 treatments) or pay for these appointments separately.

5.2 Comprehensive Holistic Consultation (90 mins Initial and 60 mins Follow up) for Body-mind Health Coaching require the use one membership session from your monthly membership package plus £15 (to be settled following your consultation), **or** two membership sessions **or** you may pay for these appointments separately. Nutritional Therapy Consultation slots are the value of one membership session from your package allowance.

5.3 CranioSacral Therapy initial consultation (75 mins) requires the use of two sessions from your monthly membership package or you may pay for these appointments separately. Follow up sessions (60 mins) are the value of one membership session from your package allowance.

5.4 Emotional Wellness and Counselling consultations (60 mins) require you to use one membership session plus £15 (to be settled following your consultation).

5.5 Free Guest treatment vouchers cannot be used for the following services: Chiropractic sessions, "Comprehensive" Body-mind Health Coaching, Counselling and Emotional Wellbeing Services.

5.6 If an appointment requires 90 mins or more of the practitioner's time then you will be required to use two sessions from your membership package if not listed above.

5.7 All 12 Week programs, Join the Dots, Mind and Mood Wellbeing Programmes, Journey Work programmes and Yoga or Pilates courses are exempt from the monthly membership packages and individual charges are carried for these separately.

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### 6. YOUR OBLIGATIONS

6.1 You agree to pay the Subscription Fee and other applicable charges;

6.2 To comply with Align Rules;

6.3 To observe and conform to all health and safety rules and guidance regarding usage of the Health agency and Fitness area, displayed at the align and on our Website;

6.4 To use align equipment and facilities in accordance with all usage instructions, not to abuse the equipment and facilities and to conduct yourself in an orderly manner so as to not interfere with other members use or enjoyment of align and its facilities.

### 7. TERMINATION BY EITHER PARTY WITHOUT CAUSE

7.1 If you wish to terminate the Agreement prior to the end of the Membership Term other than in accordance with Sections 2.4, 3.1(B), 8.1, 8.2, and 9, the following will apply. If you are a Prepaid Member, we will not make a refund of the Subscription Fee or any part of it, or, if you are a Direct Debit Member, you will remain liable to us for the full annual Subscription Fee, even if you have cancelled your direct debit.

7.2 In addition to our termination rights under Section 8.1 below, if it becomes impractical for us or Align to continue to provide the services under the Agreement, we may terminate the Agreement on 30 days' written notice.

For example, we may take the decision to close Align Health Agency or Align Fitness permanently.

7.3 If we terminate pursuant to section 8.2 and you are a Prepaid Member, you will be entitled to a proportionate amount of the Subscription Fee for the unexpired duration ("Prepaid Member Refund"). If you are a Direct Debit Member no further payment will be due from the date of termination and you will be entitled to a proportionate amount of monthly direct debit payment in respect of the month of termination ("Direct Debit Member Refund"), where applicable.

### 8. TERMINATION BY EITHER PARTY FOR BREACH

8.1 We may terminate your Membership:

(A) on 30 days' written notice if any unpaid fees or charges remain unpaid for 30 days or more;

(B) or immediately at our absolute discretion if you are in serious breach of the Agreement (which includes the align rules) or commit repeated minor breaches. If we do terminate your membership for any of these reasons you shall not be entitled to any repayment of the Subscription Fee. If you are a Direct Debit Member, you will remain liable, in accordance with the existing terms, for the full amount of the Subscription Fee to the end of the initial Membership Term, even if you cancel your direct debit.

8.2 You may terminate your Membership by giving the agency 30 days' notice in writing if:

(A) We significantly reduce the Facilities or opening hours of Align facilities, or close Align for refurbishment, for a period of more than 8 weeks at a time (for the avoidance of doubt a significant reduction of the Facilities means closure of Align Health Agency and/or Align Fitness area significant reduction of opening hours means

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being open for less than 4 hours on a week day). We will use our reasonable endeavours to give you at least 1 month's notice of the change (either in writing or by displaying a sign at the Health Agency and/or Fitness area); (A) We vary the terms of the Terms and Conditions in accordance with Section 17.1, and you can demonstrate to our reasonable satisfaction that the changes are materially prejudicial to you. You're right to terminate pursuant to this Section

8.1 (B) does not apply if the variation has been imposed on us by legislation, government or local authority regulation or regulation of any other competent body.

8.3 If you terminate your Membership pursuant to Section 8.2 and are a Prepaid Member, you will be entitled to a Prepaid Member Refund. If you are a Direct Debit Member no further payment will be due from the date of termination and you will be entitled to a Direct Debit Member Refund, where applicable.

### **9. TERMINATION OR TRANSFER BY YOU DUE TO CHANGE OF CIRCUMSTANCE**

9.1 If you are unable to use Align services due to redundancy, relocation or being diagnosed with a medical condition that prevents your use of any Align services (your "Change of Circumstances"), and you can provide reasonable evidence (as detailed in Section 9.2 below) of your Change of circumstances, you may, on 1 months' notice, terminate the Agreement or transfer your membership.

9.2 The following will be considered as reasonable evidence of your Change of Circumstance: letter from your employer for redundancy, proof of new address for relocation, and a doctor's letter for a medical condition advising why you cannot use any of the services provided by our specialist's practitioners.

9.3 If you terminate your Membership because of your Change of Circumstances and are a Prepaid Member, you will be entitled to a Prepaid Member Refund. If you are a Direct Debit Member, no further payment will be due from the date of termination and you will be entitled to a Direct Debit Member Refund, where applicable.

9.4 If you transfer your membership to another person (the "Substitute Member") for the remainder of the Membership Term; provided that the Substitute Member agrees in writing to be bound by the Agreement and, if you are a Direct Debit Member, agrees to continue to pay the Subscription Fee by direct debit, you will not be liable for any further payment, except an administration charge (currently £20) for the transfer of your membership.

### **10. MEMBERSHIP SUSPENSION**

10.1 Provided that all fees have been paid and up-to-date, you have the right to suspend your membership for a minimum of 2 months and a maximum of 6 months in any one year. You may do this by writing to Align health agency giving no less than 30 days' notice of the date upon which you wish your membership to be suspended. The period of suspension must be for whole months only, and not for any lesser period.

10.2 The Membership Term will be extended by the period of suspension.

10.3 In all cases a monthly suspension fee (currently £20) will be payable to cover our additional administrative costs.

### **11. ALIGN REPAIRS AND MAINTENANCE**

We reserve the right to close Align facilities fully for up to 14 days in any one calendar year for the purposes of carrying out repairs, refurbishments and maintenance, whether routine or extraordinary in nature. If Align Health Agency and Align Fitness is fully closed for these reasons for more than 14 days within a calendar year

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but for less than 8 weeks at a time (when sub-clause 6.2(A) may apply), we will refund you a proportionate amount of the Subscription Fee for the closure period in excess of 14 days.

### **12. CORPORATE MEMBERSHIPS**

Corporate membership rates are available for companies/firms or other commercial businesses introducing 6 or more members. This may include three employees and their family members or partners.

### **13. LIABILITY**

We and our employees, officers and agents will not be liable in any way for the loss of, or damage to, or theft of property of members or guests or for personal injury to, or death of, any member or guest, except to the extent that such loss, damage or personal injury or death arises from our negligence or default.

### **14. VARIATION OF TERMS**

We reserve the right to vary these Terms and Conditions, including align rules at any time, to reflect changes in connection with the management and operation of align. Unless changes are due for health and safety reasons or essential to safeguard our interests, we will use reasonable efforts to give you 14 days' notice before any change takes effect by displaying an appropriate notice in align facilities.

### **15. PERSONAL INFORMATION**

15.1 We use the personal information (including credit/debit card details) you provide to us in deciding whether to accept your membership application. That information, and any other personal information you provide to us, is collected and processed by us so that we can provide you with our services and handle your requests, we do not to pass onto third parties

15.2 You are required to nominate a credit or debit card as an alternative method of payment, which you agree we may use, should the primary payment method fail for any reason. The bank account for your alternative method of payment should differ to that of your primary payment method. Your signature on the credit or debit card mandate will authorise us to debit the account with the total amount due.

15.3 We also collect use and process your personal information (other than your credit/debit card details) to monitor and analyse our business, and for marketing and communication purposes in connection with our products and services, subject to your consent. Communication with you may be by e-mail. In this connection to personal information we will not disclose this to agents or third parties engaged by us.

15.4 You have the right to ask for a copy of the information we hold on you and to have any inaccuracies corrected to us, by writing to align for a fee of (£10) to cover administration cost.

### **16. GENERAL**

16.1 We may transfer any of our rights and liabilities under the Agreement. We will notify you of any such transfer.

16.2 You must write to inform align of any change in the personal details you have provided to us. If you fail to notify align of a change of address, any communications will be deemed to have been received by you 5 days after posting by us,

16.3 The Agreement is governed by Jersey law.

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I hereby agree to the above terms,

**Agreed Term: 12 calendar months (rolling)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_